

DECLARATION OF TRUST

12/19/05 9:55:13
BK 112 PG 10
DESDO COUNTY, MS
M.E. DAVIS, CH CLERK

MARY LOU LESNAU-DARLING, 1-775-727-4262, 810-423-0935, 1420 Bruce St., Pahrump, Nevada declares the establishment of this revocable Trust on Saturday, December 10, 2005. **MARY LOU LESNAU-DARLING** further declares that she has transferred and delivered to the Trust, without consideration, the property described in Schedule A attached hereto, and have caused or will cause the Trust to be the designated beneficiary under any life insurance policies and employee benefit plans listed in Schedule B attached hereto.

SUMMARY OF TRUST DATA

NAME OF TRUST

THE LIVING TRUST OF MARY LOU LESNAU-DARLING

DATE ESTABLISHED

December 10, 2005

TRUSTOR (Creator of Trust)

MARY LOU LESNAU-DARLING

TRUSTEE (Manager of Trust Assets)

MARY LOU LESNAU-DARLING

SUCCESSOR TRUSTEE

JESSICA ANN LESNAU

SITUS OF TRUST

PAHRUMP, NEVADA

Prepared by: Simple Living Trust, 5780 E. Mary Lou St., Pahrump, Nv. 89061
775-751-2731

21 (MLD)

Mary Lou
Darling 1420 Bruce St. Pahrump NV 89048

FIRST: NAME AND BENEFICIARIES OF TRUST

A. **TRUST NAME**. Initially, this Trust shall be known and identified as "***THE LIVING TRUST OF MARY LOU LESNAU-DARLING***" and, for purposes of convenience, shall hereinafter be referred to as the "Family Trust" or "Trust".

B. **BENEFICIARIES**. The Trust estate created hereby shall be for the use and benefit of ***MARY LOU LESNAU-DARLING*** and for the following named Beneficiaries.

JESSICA ANN LESNAU, DONALD J. LESNAU, DAVID A. LESNAU, SR., DAVID A. LESNAU, JR., VANNESSA M. BAILEY, CASSANDRA N. BAILEY, LUCAS D. NORTHRUP

SECOND: USE OF TRUST PROPERTIES BY MARY LOU LESNAU-DARLING DURING HER LIFETIME

A. **INCOME**. During the lifetime of ***MARY LOU LESNAU-DARLING*** the Trustee shall pay to ***MARY LOU LESNAU-DARLING*** or shall apply for the Trustor's benefit, the net income of the Trust estate in quarter-annual or more frequent installments,

B. **SUPPORT**. If the Trustee considers the net income insufficient, it shall pay to ***MARY LOU LESNAU-DARLING*** or apply for the benefit of ***MARY LOU LESNAU-DARLING***, as much of the principal of the Trust estate as is necessary in the Trustee's discretion for the Trustor's proper health, support, maintenance, comfort and welfare, in accordance with the Trustor's highest accustomed manner of living at the date of this instrument. The Trustee shall exercise in a liberal manner the power to invade principal contained in this Paragraph SECOND, and the rights of the remainder men in the Trust shall be considered of secondary importance.

C. **INCAPACITY**. If at any time, as certified in writing by two licensed physicians, ***MARY LOU LESNAU-DARLING*** has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared her incompetent, mentally ill, or in need of a guardian or conservator, the Successor Trustee named herein shall pay to or apply for the benefit of ***MARY LOU LESNAU-DARLING*** the amounts of net income and principal necessary in the Successor Trustee's discretion for the proper health, support and maintenance of the Trustor in accordance with her accustomed manner of living at the date of this instrument, until ***MARY LOU LESNAU-DARLING***, either in the Successor Trustee's discretion or as certified by two licensed physicians, is again able to manage the affairs of this Trust. Any income in excess of the amounts so applied for the benefit of the Trustor shall be accumulated and added

to principal of the Trust estate. Anyone dealing with this Trust may rely on the physicians' written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Trustee or the Successor Trustee. A third party relying on such written statements shall not incur any liability to any Beneficiary for any dealings with the Trustee or the Successor Trustee in reliance upon such written statements. This provision is inserted in this Trust to encourage third parties to deal with the Trustee or Successor Trustee without the need for court proceedings.

D. RESIDENCE. While the Trustor shall live, the Trustor may possess and use, without rental or accounting to the Trustee, any residence and all furniture and fixtures therein, which is an asset of this Trust. All residence expenses shall be paid by the Trust. The Trustor may continue to occupy any residence without the payment of rent therefor. The Trustor may at her discretion direct the Trustee to sell any or all residences:

1. Replacement of Trustor's Residence. Upon the sale of a residence, the Trustee shall replace such sold residence with another residence for the use of the Trustor as selected by the Trustor. Any replacement property shall be considered as a residence for purposes of this Trust. Alternatively, if the Trustor chooses, the Trustee shall lease for the sole enjoyment of the Trustor any other residence selected by the Trustor.

2. Investment of Sale Proceeds. If the Trustor does not request the acquisition of another residence with the proceeds from the sale of a residence, the Trustee shall invest the proceeds of any such sale and shall administer and distribute the income therefrom in accordance with the provisions of the Trust exclusive of this paragraph concerning residences.

3. Expenses of Residence. The Trustee shall pay all expenses attributable to property taxes, assessments, insurance, maintenance, ordinary repairs, mortgage and trust deed payments or rent or lease payments.

E. OTHER PAYMENTS. The Trustor may at any time direct the Trustee in writing to pay single sums or periodic payments out of the Trust estate to **MARY LOU LESNAU-DARLING** or to any other person or entity.

F. PERSONAL PROPERTY. The Trustor shall have the right during the Trustor's lifetime to the use, without the liability for the payment of rent for such use, of jewelry, works of art and all other personal property of every kind, nature and description included in the Trust estate. Neither the Trustee nor the Trustor shall be liable to any Beneficiary of this Trust for losses resulting from such use of the property. The Trustee shall not sell any of such property during the lifetime of the Trustor without the consent of the Trustor or the consent of any guardian or conservator.

THIRD: DISTRIBUTION OF THIS TRUST AFTER THE DEATH OF MARY LOU LESNAU-DARLING

A. PAYMENTS UPON DEATH OF TRUSTOR. The Successor Trustee may pay, in its discretion, the legally enforceable debts of **MARY LOU LESNAU-DARLING**, which shall be charged to Trust estate as a whole (unless otherwise provided herein). Also, the Successor Trustee may, in the Trustee's discretion, pay from the income and principal of this Trust the death and estate taxes (including penalties and interest), probate fees on non Trust properties, attorney's fees and other expenses incurred in administering the Trustor's estate, and the expenses of the last illness and funeral of the Trustor.

B. DISTRIBUTION OF PERSONAL PROPERTY. After the death of Trustor, the Successor Trustee shall distribute all tangible personal property of the Trustor, including but not limited to, appliances, furniture, furnishings, rugs, pictures, books, silverplate, linen, china, glassware, objects of art, guns, wearing apparel, jewelry, ornaments, tools, recreational vehicles and other vehicles in accordance with any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any such list may be attached hereto as List for Distribution of Personal Property.

C. DISTRIBUTION TO THE BENEFICIARIES. After the death of the Trustor the Successor Trustee shall deliver and distribute all of the rest and remainder of the Trust property as follows:

1. JESSICA A. LESNAU 1/3 OF ENTIRE ESTATE
2. DONALD J. LESNAU 1/3 OF ENTIRE ESTATE
3. DAVID A. LESNAU, SR. 1/6 OF ENTIRE ESTATE
4. DAVID A. LESNAU, JR. 1/6 OF ENTIRE ESTATE (JESSICA A. LESNAU IS TO BE FINANCIAL GUARDIAN OF ESTATE UNTIL DAVID REACHES OF AGE OF 25)
5. VANNESSA M. BAILEY \$1,000
6. CASSANDRA N. BAILEY \$1,000
7. LUCAS D. NORTHRUP \$1,000

Should any beneficiary of mine named above not survive me, such deceased beneficiary's share shall be distributed in equal shares to the children of such deceased heir who survive me, by right of representation. If a beneficiary of mine named above does not survive me and has no children who survive me, such deceased heir's share shall be distributed to the other heirs, or to their respective children by right of representation.

I bequeath my tangible and personal property in accordance with the terms of a written memorandum that I may prepare known as List for Distribution of Personal Property. If no such memorandum is located or received by the Successor Trustee within 60 days after taking office as such, upon the conducting of a reasonable search for such memorandum, the Successor Trustee shall be held harmless for distributing the same. If no such memorandum is located or received, then such tangible personal property shall be given to the Beneficiaries named above who survive me, to be divided among them as they shall agree. In case of disagreement among my Beneficiaries, the

TRUSTOR:

THIS TRUST has been executed in the State of Nevada on the day and year first above written

Mary Lou Lesnau-Darling
MARY LOU LESNAU-DARLING

TRUSTEE:

I certify that I have read the foregoing Declaration of Trust and agree to serve as Trustee upon the terms therein stated:

TRUSTEE:

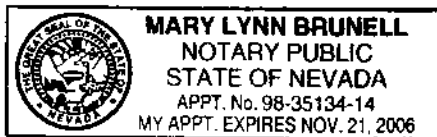
Mary Lou Lesnau-Darling
MARY LOU LESNAU-DARLING

STATE OF NEVADA)

) ss.

COUNTY OF NYE)

On Nov. 17, 2005, **MARY LOU LESNAU-DARLING**
 Personally appeared before me a Notary Public, and who acknowledged to me
 that she executed the foregoing Trust agreement.



Mary Lynn Brunell
NOTARY PUBLIC